

PROCUREMENT & MATERIALS
MANAGEMENT DIVISION
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE
INVITATION TO BID
e-mail: purchase@ci.fort-lauderdale.fl.us
ITB NO. 732-8868

ISSUE DATE: 4/10/03
PAGE 1 OF 20
**BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.
ON: 5/5/03**

TITLE: **MOBILE REFUSE CARTS**

PROCUREMENT SPECIALIST: **Richard Ewell, CPPB**

DEPT: **Sanitation**

CONTACT FOR TECHNICAL QUESTIONS: **Greg Slagle**
Bidder Must Complete the Following:

PHONE: **954-828-5341**

| | |
|---|--|
| Vendor Name | Total Bid Discount (section 1.04) |
| Number & Street: | Bids are firm for Acceptance for 90 days (Section 1.05) |
| City, State, Zip (+4) (See General Conditions Section 1.01) | Yes _____ No _____ Other _____ |
| If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records | State or reference any variances (section 1.06) |
| Area Code and Telephone No. () _____ (800) _____ FAX () _____ e-mail: _____ | Web site address: http://www/ _____ |
| Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days | NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07) |
| Payment Terms: (section 1.03) _____% , net _____ | Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____ |
| How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6 th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <u>Do not</u> submit by facsimile. Facsimile bids <u>will not</u> be accepted. | |
| Each bid envelope must be sealed with the following information stated on the <u>OUTSIDE</u> of the envelope: BID/RFP No. 732-8868 Title: Mobile Refuse Carts Opens: 5/5/03 2:00 PM | |
| Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm. | |
| _____ Signature of Authorized Representative | _____ Title (Typed or Printed) |
| _____ Name of Authorized Representative (typed or printed) | _____ Date |

City of Fort Lauderdale **GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that

the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives,

or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

INVITATION TO BID #732-8868

PART I - INFORMATION/SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide mobile refuse carts for the City's Sanitation Division, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning the technical specifications or scope of services, contact Greg Slagle at (954) 828-5341 or email GregS@ci.fort-lauderdale.fl.us. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576. Questions of a material nature must be received no later than seven (7) days prior to the ITB due and open date. The entire Bid must be submitted in accordance with the Instructions To bidders contained in this ITB.

03. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

The Technical Specifications contained in this ITB are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City of Fort Lauderdale. The City is receptive to any product which would be considered by qualified City personnel as an approved equal.

The bidder must state clearly in his Bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the bidder's responsibility to provide adequate information in his Bid to enable the City to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Bid which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

04. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall expire one year from that date. The City reserves the right to extend the contract for four (4) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of

the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

05. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term. Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

06. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

07. ADDITIONAL ITEMS/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

08. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

09. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a

public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

10. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. SCOPE OF SERVICES

The Public Services Department Sanitation Division is seeking a qualified manufacturer to furnish and deliver, on an annual basis as needed, 65 and 96 gallon Mobile Refuse Carts, 96 gallon Mobile Yard Waste Carts and special order Recycling Carts in full accordance with the specifications, terms, conditions contained in this Invitation To Bid (ITB).

02. TYPE OF CARTS

Semi-Automated Mobile Refuse Carts. To be used with modern semi-automated lifts and fully automated grabbers.

03. SIZE OF CARTS

| | | |
|------------|-----------|---------------------------|
| Garbage | 65 gallon | (64-68 gallon acceptable) |
| Yard Waste | 96 gallon | (94-96 gallon acceptable) |
| Commercial | 96 gallon | (94-96 gallon acceptable) |
| Recycle | 65 gallon | (60-68 gallon acceptable) |
| Recycle | 96 gallon | (90-96 gallon acceptable) |

65 Gallon

96 Gallon

(Approximate Dimensions and Capacity)

| | | |
|----------|-------------|-------------|
| Height | 40" | 45" |
| Width | 25" | 27" |
| Depth | 26" | 34" |
| Wheel | 10" | 12" |
| Weight | 30 lbs | 40 lbs |
| Capacity | 150-200 lbs | 150-200 lbs |

04. CONTAINERS SPECIFICATIONS

The bid container must be manufacture's latest design.

All containers shall meet ANSI container standards 2-245.30 and 2-245.60, all rules, regulations, laws, etc. pertaining to this product, and the following specifications:

The container shall be manufactured from high-density polyethylene.

The container shall be manufactured using injection-molding technique.

The container shall have UV inhibitor to prevent deterioration and shattering.

The container shall be manufactured with smooth surface inside and out.

The container shall be manufactured free of inside recesses, projections or other obstructions where refuse could be trapped.

The container shall be manufactured with a narrow width design to fit through 30" door opening.

The container shall be manufactured with a foot operated tilt feature designed into the axle area to facilitate easy tipping.

The container shall be manufactured with a slight taper so that the top of the body is slightly larger than the bottom for nesting during shipment.

The container shall be aerodynamically designed to allow test results indicating it will remain stable in wind approximately 25-30 miles per hour.

The container shall be designed (whether empty or full) shall remain in the upright position when the lid is thrown open.

The container shall be designed to be picked up and dumped by a semi automated lifting device that will pick up the leading side of the container and also will prevent it from falling into the truck hopper, and by a fully automated lifting device which encircles the cart.

The container shall function normally and regularly with a mechanized collection system, both automated and semi-automated lifts.

The container shall be manufactured for a minimum 150-200 pound capacity.

The container shall be manufactured with molded-in bottom wear strips for longer life.

The 96-gallon Yard Waste container shall be manufactured with optional air ventilation.

The City intends to purchase 500 Yard Waste containers with air ventilation to test in the neighborhood market for durability and effectiveness. Therefore the Bidder will provide pricing for both the standard and vented container styles.

The container lifting section shall be permanently molded into the container by the manufacture.

The retainer bar shall be permanently molded into the container by the manufacture or shall be a rolling metal bar that fits securely into the cart body and measures at least 1" O.D. and 7/8" I.D. (16 gauge) with locking pins or locking washers and shall be plated with corrosion resistant zinc.

There shall be no other metal attachments, metal framing, or nuts and bolts on the container, excluding the metal axle.

05. LID AND HANDLE

The container lid shall be manufactured in the same manor and from the same material as the container body and be of such a configuration that it will not warp, bend, slump, or distort to such extent that it no longer fits the container properly or becomes otherwise unserviceable. A UVR inhibitor is required. The inhibitor shall be guaranteed effective against sun deterioration and/or the lid becoming brittle due to exposure.

The lid shall be one piece construction. The lid design and weight shall prevent rainwater from entering the container and will not blow open under general weather conditions.

The container section will be furnished with a hinged lid, with hinge to the rear of wheeled section. Lids shall be curved or built up to drain and shall be light and stiff for convenient handling. Lids shall overlap sides, but shall flare out so they will not bind against the sides if the container is distorted by the lifting device. Lids shall be securely attached to the container without the use and nuts and bolts and shall be hinged to open by gravity as the container is dumped. The lid shall open to a position 270 degrees from the closed position and hang open without stressing the lid, container body or tipping over the cart. Handle attachments must be an integrally molded part of the container body or lid. Lids will not have a locking device.

06. WHEELS

Each container shall be furnished with two- (2) plastic molded or rubber snap on wheels.

07. AXLE

Each container shall be furnished with a solid steel axle with corrosion resistant coating and securely attached to body by molded axle retainers. Metal attachments are not acceptable.

08. RECYCLED CONTENT

A five percent (5%) price preference will be given to containers certified to be manufactured with at least ten percent (10%) post consumer recycled plastic. Please state on the bid page the extent to which the container is manufactured from recycled plastic and the estimated value of recycled plastic in container. Also state how much of the container can be recycled after its useful life.

09. COLORS

| | | |
|-----------|-----------------|---|
| 65 Gallon | Garbage Cart | Black with matching Black Lid & Black Wheels |
| 96 Gallon | Yard Waste Cart | Green (darker shade, approved by the City) with matching Green Lid & Green or Black Wheels |
| 96 Gallon | Commercial | Gray with matching Gray Lid & Black or Gray Wheels |

10. NUMBERING

Individual serial numbers shall be inscribed or hot-stamped in a conveniently noticeable position on each cart. Starting number shall be 03-01 (year and no.) and updated each preceding year. A manufacture date will also be inscribed or hot-stamped on the cart. The City will consider other types of numbering systems to facilitate the manufacturing process if requested.

11. LOGO

The new City of Fort Lauderdale Logo will be inscribed or hot-stamped in white color on both sides of the body of the cart. The Logo shall be approximately six inches (6") round. Decals, stickers or surface paint is not acceptable.

12. ADDITIONAL MARKINGS

All carts and/or lids shall be clearly embossed with raised letters, inscribed or hot-stamped as follows:

- a. "KEEP LID CLOSED"
- b. "PROPERTY OF CITY OF FORT LAUDERDALE"
- c. "THIS SIDE TOWARD STREET"

The following information will also appear on the Cart / Lid:

65-gallon black Garbage cart: Cart – white City Logo both sides
Lid - white "GARBAGE ONLY"
(No Recyclables No Yard Waste)

96-gallon green Yard Waste cart: Cart – white City Logo both sides
Lid - white "YARD WASTE ONLY"
(No Garbage No Recyclables)

96-gallon gray Commercial cart: Cart – white City Logo both sides
Lid - "Garbage Only"
(No Recyclables)

65 gallon Recycling cart: Cart – white City Logo both sides
Lid - no special marking

96 gallon Recycling cart: Cart - white City Logo both sides
Lid - no special markings

13. RECYCLING MARKINGS

In addition to comply with Florida State Law relating to identification of recyclable plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on the cart as shown below. Mark shall be visible and shall be at least 3" x 3".

SPI VOLUNTARY CODING SYSTEM

| | | |
|------|------|---|
| 1 | 2 | 3 |
| PETe | HDPE | V |

14. UVR INHIBITOR GUARANTEE

Ultraviolet Inhibitor shall be added to the plastic resin for maximum protection from the elements. Warranties shall guarantee the UVR effectiveness and sun exposure causing deterioration or shattering of the container or lids will be cause for replacement by the contractor on the grounds of improper use of inhibitor.

15. DEFECTIVE CARTS

Containers, which fail during the warranty period, will be accumulated and damages determined by Public Services personnel on a quarterly basis. During the warranty period, the Contractor shall replace defective parts/carts each quarter at no additional cost to the City. Contractor may, upon his inspection of damaged carts, challenge his obligation to replace subject parts on the basis that the failure resulted from either negligent handling and/or abusive use. Such charges shall be in writing with specific details as to the exact cause of the defective parts. The City will consider the details of contractor's written challenge and attempt to resolve the issue.

If the contractor and City cannot come to a mutually satisfactory solution through the process stated above, an arbitration committee would be used to arbitrate an equitable solution. When required, an arbitration committee will be selected as follows: The City of Fort Lauderdale will chose one member; the contractor will chose one member, then the two chosen members will select the third member. If the arbitration committee is unable to reach a mutually satisfactory solution an independent laboratory shall be binding on both parties. The cost of such service will be paid by the party found to be at fault.

16. SAMPLES

To ensure that the carts meet the bid specifications and will operate properly with existing lifting devices, the successful bidder will deliver a sample of each cart for inspection at no cost to the City (if requested by the City).

17. QUALITY CONTROL

A cart will be chosen at random from each delivery for compliance testing with specifications set forth in this contract. If the cart does not meet specifications, two additional carts will be chosen and inspected for specification compliance. If either one of the additional carts fails to meet specifications, the entire shipment will be considered not in compliance with specifications. The contractor will be notified of the discrepancy and will have the following two options:

- 1) have the entire shipment returned, at contractor expense, to the factory for correction, or
- 2) with the City's consent, pay the Public Services Department the costs of making such corrections, if in the City's best interest to do so.

18. WARRANTY

The Contractor will offer a cart and component manufactures warranty from failure caused by defects in material or manufacturing for a minimum period of 10 years.

19. ORDERING, SHIPPING AND DELIVERY

Cart Orders placed by the City will be in the form of written communication via fax or e-mail from the Sanitation Division to the sales office. Each cart/part will be ordered by "Item or Model Number," supplied by the manufacture, identifying the cart size, color, and specifications.

Sales Office will acknowledge and confirm cart order via fax or e-mail upon receipt of order and specify approximate delivery date. Additionally, the City and the Contractor are jointly responsible to ensure that the annual Purchase Order dollar amount is not to be exceeded without written approval from the Contract Administrator.

Order Quantities see item (I-11).

All bid prices quoted are to include delivery FOB: Destination.

Time is of the essence for any orders placed as a result of this bid. Deliveries shall be completed no later than forty-five (45) days after receipt of order. The City reserves the right to cancel any orders, or parts thereof, without obligation if delivery is not made in accordance with this shipping and delivery schedule.

Carts shall be delivered assembled or unassembled.

Garbage Carts and Yard Waste Carts will be ordered by the truckload.

Recycling Carts will be ordered at 100 minimum purchase.

Parts will be ordered by Lot size or Kits please specify.

Current Delivery Contact and Address:

Willie Washington, Solid Waste Foreman
City of Fort Lauderdale Sanitation Cart Shop
1401 SE 21st Street, Port Everglades
Fort Lauderdale, FL 33316

954-468-1556 (*24 hour delivery notice required)

Receiving Hours: Monday – Friday 7:00am-2: 00pm excluding City Holidays

- Note: Port Everglades is currently a secured facility. Entry checkpoints are staffed with Law Enforcement Officers and every vehicle is stopped. Delivery personnel may be delayed for identification purposes, may be required to pay a fee for photo ID, and may be required to submit to background checks and fingerprinting. The supplier will be responsible to familiarize himself and keep current with all requirements to comply with changing security measures at this delivery location. The supplier will be responsible to pay any fees associated with increased security. The City will reimburse the supplier for security fees above twenty-five dollars (\$25.00) per delivery. Additional cost for security fees shall be added to the invoice and supported with copies of receipts. The City will not be responsible for any other delivery costs such as wait time, vehicle searches, etc. beyond its control.

For additional security information at Port Everglades contact:

Broward County Sheriff's Department
ID Office 954-765-4225
1530 SE 24th Street Port Everglades
Fort Lauderdale, FL 33316

PART III – REPAIR PARTS

01. SPARE PARTS

The Contractor will supply parts compatible with the carts purchased by the City. All parts supplied will meet manufactures specifications and standards for parts currently being distributed on new 65/96-Gallon carts of this type. Part List example:

Lid with markings
Lid Hinge Pin
Wheel
Yard Waste Cart Air Vents
Other: _____

Axle
Axle Spacer
Retaining Bar with locking pins

BID SUMMARY PAGES**ITB #732-8868**

Bidder Name: _____
Legal Registration _____

Contact Person: _____

Bidder agrees to supply the products or services at the price bid below in accordance with the terms, conditions, and specifications contained in this ITB. All pricing information must be on the Bid Summary Pages, must include delivery and must be quoted FOB: Destination.

Annual Replacement Contract

| Item | Unit | Unit Cost | Est. Qty. | Total Cost |
|---|-------------|------------------|----------------------|-------------------|
| 1. Mobile Garbage Cart 65 Gallon capacity, Black, Delivered. State Manufacture and Model # _____ | EA | \$ _____ | 5000 | \$ _____ |
| 2. Mobile Yard Waste Cart 96 Gallon capacity without Air Vents, Green, Delivered. State Manufacture and Model # _____ | EA | \$ _____ | 4500 | \$ _____ |
| 3. Mobile Yard Waste Cart 96 Gallon capacity with Air Vents, Green, Delivered. *Note: Price will apply to annual purchase of 500-4500 containers. State Manufacture and Model # _____ | EA | \$ _____ | 500 | \$ _____ |
| 4. Mobile Commercial Cart 96 Gallon capacity, Gray, Delivered. State Manufacture and Model # _____ | EA | \$ _____ | 1000 | \$ _____ |
| 5. Mobile Recycle Cart 65 Gallon capacity, Color Special Order, Delivered. State Manufacture and Model # _____ | EA | \$ _____ | 100 | \$ _____ |

6. Mobile Recycle Cart EA \$_____ 100 \$_____
 96 Gallon capacity,
 Color Special Order,
 Delivered.
 State Manufacture and Model #_____

7. TOTAL items 1 – 6 \$_____

ANNUAL REPLACEMENT PARTS

8. List price per part compatible with container Bid above. Substitute asterisk (*) in place of price for part that is interchangeable with other carts to lower total cost. Example: if the axle on the 65 gallon cart can be used on the 96 gallon cart then pricing will be for 1000 axles per year total. Carts designed with interchangeable parts result in fewer parts ordered and a lower overall bid proposal.

| <u>Item</u> | <u>Unit</u> | <u>Unit Cost</u> | <u>Est Qty.</u> | <u>Total Cost</u> |
|-------------|-------------|------------------|-----------------|-------------------|
|-------------|-------------|------------------|-----------------|-------------------|

a. 65 Gallon Garbage

| | | | | |
|--------------------------------|----|---------|------|---------|
| Lid | EA | \$_____ | 1000 | \$_____ |
| Lid Hinge Pin | EA | \$_____ | 5000 | \$_____ |
| Wheel | EA | \$_____ | 1000 | \$_____ |
| Axle | EA | \$_____ | 1000 | \$_____ |
| Axle Spacer | EA | \$_____ | 5000 | \$_____ |
| Retainer Bar with locking pins | EA | \$_____ | 1000 | \$_____ |
| Other:_____ | EA | \$_____ | 1000 | \$_____ |

TOTAL ANNUAL ESTIMATED COST: \$_____

ANNUAL REPLACEMENT PARTS

b. 96 Gallon Yard Waste

| | | | | |
|---------------|----|---------|------|---------|
| Lid | EA | \$_____ | 1000 | \$_____ |
| Lid Hinge Pin | EA | \$_____ | 5000 | \$_____ |
| Wheel | EA | \$_____ | 1000 | \$_____ |

| | | | | |
|--------------------------------|----|----------|------|----------|
| Axle | EA | \$ _____ | 1000 | \$ _____ |
| Axle Spacer | EA | \$ _____ | 5000 | \$ _____ |
| Retainer Bar with locking pins | EA | \$ _____ | 1000 | \$ _____ |
| Air Vent | EA | \$ _____ | 1000 | \$ _____ |
| Other: _____ | EA | \$ _____ | 1000 | \$ _____ |

TOTAL ESTIMATED ANNUAL COST: \$ _____

c. 96 Gallon Commercial

| | | | | |
|--------------------------------|----|----------|------|----------|
| Lid | EA | \$ _____ | 1000 | \$ _____ |
| Lid Hinge Pin | EA | \$ _____ | 5000 | \$ _____ |
| Wheel | EA | \$ _____ | 1000 | \$ _____ |
| Axle | EA | \$ _____ | 1000 | \$ _____ |
| Axle Spacer | EA | \$ _____ | 5000 | \$ _____ |
| Retainer Bar with locking pins | EA | \$ _____ | 1000 | \$ _____ |
| Other: _____ | EA | \$ _____ | 1000 | \$ _____ |

TOTAL ESTIMATED ANNUAL COST: \$ _____

d. 65 Gallon Recycling

| | | | | |
|--------------------------------|----|----------|------|----------|
| Lid | EA | \$ _____ | 1000 | \$ _____ |
| Lid Hinge Pin | EA | \$ _____ | 5000 | \$ _____ |
| Wheel | EA | \$ _____ | 1000 | \$ _____ |
| Axle | EA | \$ _____ | 1000 | \$ _____ |
| Axle Spacer | EA | \$ _____ | 5000 | \$ _____ |
| Retainer Bar with locking pins | EA | \$ _____ | 1000 | \$ _____ |
| Other: _____ | EA | \$ _____ | 1000 | \$ _____ |

TOTAL ESTIMATED ANNUAL COST: \$ _____

e. 96 Gallon Recycling

| | | | | |
|--------------------------------|----|----------|------|----------|
| Lid | EA | \$ _____ | 1000 | \$ _____ |
| Lid Hinge Pin | EA | \$ _____ | 5000 | \$ _____ |
| Wheel | EA | \$ _____ | 1000 | \$ _____ |
| Axle | EA | \$ _____ | 1000 | \$ _____ |
| Axle Spacer | EA | \$ _____ | 5000 | \$ _____ |
| Retainer Bar with locking pins | EA | \$ _____ | 1000 | \$ _____ |
| Other: _____ | EA | \$ _____ | 1000 | \$ _____ |

TOTAL ESTIMATED ANNUAL COST: \$ _____

TOTAL BID FOR ITEMS 1-8 \$ _____

Recycle Content Credit (5%) \$ _ (_____) _

TOTAL BID With Recycle Credit \$ _____

9. Experience: Indicate the number of years your company has been in business providing these products/services: _____ years

10. Recyclable Material:

- a. to what extent containers can be recycled _____ %
- b. to what extent containers manufactured from recycled plastic _____ %
- c. estimated value of recyclable plastic in container \$ _____

11. References: Please submit a MINIMUM of Three (3) references That can substantiate your ability to supply and support the product as detailed in the Bid specifications. If additional space is needed, please attach as an appendix to your Bid.

| Company Name | Contact Name | Address | Telephone No. |
|--------------|--------------|---------|---------------|
| 1) | _____ | | |
| 2) | _____ | | |
| 3) | _____ | | |

12. Are Yard Waste cart Air Vents molded into the cart? _____
Or is Yard Waste cart Air Vents a plastic snap on part? _____

13. Warranty: Attach a copy of your printed warranty or set forth terms and conditions of the warranty offered below. Note: Minimum acceptable warranty period is five years of complete coverage followed by five years of prorated coverage.

14. Shipping: Please attach shipping information for carts and parts detailing the minimum order and the quantity per order, for example:

500 Refuse Carts per 48' tractor trailer load
100 Recycle Carts per shipment
1 Box contains 500 pieces minimum order 1 box
1 Lot contains 500 pieces minimum order 1 box

Item/Model Number
etc.

| | |
|---------------------------------------|-------|
| 15. Carts will be delivered assembled | _____ |
| Carts will be delivered unassembled | _____ |

8868 carts